

RESOLUTION NO. \_\_\_\_\_, SERIES 2007

A RESOLUTION PURSUANT TO ORDINANCES 126 AND 127, SERIES 2007, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED NEW PROFESSIONAL SERVICE CONTRACT - (DR. LAURI ANDRESS - \$28,000.00).

Sponsored By: \_\_\_\_\_

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

**SECTION I:** The following appropriation for the listed contract is hereby approved:

**DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**

\$28,000.00 for a new noncompetitively negotiated Professional Service Contract with Dr. Lauri Andress for professional services relating to performing as the Director of the Center for Health Equity from December 1, 2007 through June 30, 2008.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

\_\_\_\_\_  
Kathleen J. Herron  
Metro Council Clerk

\_\_\_\_\_  
Rick Blackwell  
President of the Council

\_\_\_\_\_  
Jerry E. Abramson  
Mayor

\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Irv Maze  
Jefferson County Attorney

BY: \_\_\_\_\_

Health Department - PSC with Dr Lauri Andress for Service as the Director of Health Equity Resolution Only 112607 [pr]

# CONTRACT DATA SHEET

PSC Type (check one): ☒ New ☐ Renewal ☐ Addendum

## Contractor Information

1. Legal Name of Contractor: Lauri A. Andress
2. Address: 2327 South Lake Drive
3. City/ State & Zip: League, Texas 77573
4. Contact Person Name & Telephone Number: Lauri Andress 713-553-8192
5. Revenue Commission Taxpayer ID#: 000000
6. Is account in good standing: Verified account is in good standing
7. Federal Tax ID # (SSN if sole proprietor): 000-00-0000

## Department Information

8. Requesting Department: Health
9. Contact Person Name & Telephone: Kenneth Kring 574-8430

## Contract Information

10. Not to exceed amount: \$28,000, at \$4000 per month to include all expenses
11. Are expenses reimbursed? No
12. If yes list allowable expenses and maximum amount reimbursable: No
13. Beginning and ending date of the contract: December 1, 2007 through June 30, 2008
14. Coding: 1101-605-4126-411590-521301
15. Scope & Purpose of the contract: Direct activity for the Center for Health Equity. Assist in training of a new Director of Health Equity.

## Authorizations

WFO County Attorney Review - Approved as to Form:

Department Director: [Signature] Date: 11-21-07

Signature certifies:

- KRC Funds are available
- KRC Contractor is registered and in good standing with the Revenue Commission
- KRC Human Relations Commission registration requirements have been met

           Risk Management Division of Finance - Certifies Insurance requirements satisfied:

## WRITTEN FINDINGS

## EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # \_\_\_\_\_. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

  X   C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

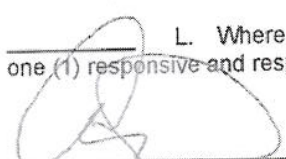
\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

  
Requesting Department Director  
Date

1/2/07  
Date

\_\_\_\_\_  
\*\*Mayor

**\*\*Signature is required only for Written Finding A**



## **AGREEMENT**

**THIS PROFESSIONAL SERVICE CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as "**METRO GOVERNMENT**", and **DR. LAURI ANDRESS** ("**CONSULTANT**" or "**DIRECTOR**"), with offices located at 2327 South Lake Drive, League, Texas 77573,

### **WITNESSETH:**

**WHEREAS**, the Metro Government desires the services of a Director of Health Equity for Louisville Metro Department of Public Health and Wellness ("Director") on an interim basis; and

**WHEREAS**, pursuant to K.R.S. 45A.380 the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional; and

**WHEREAS**, Consultant possesses the requisite experience and qualifications to provide the unique nature of the services desired by the Metro Government and LMPHW;

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** The Metro Government hereby contracts with Consultant to furnish to the Metro Government the following professional services:

1. Director's responsibilities and duties shall include, but not be limited to, the following:
  - i. Director shall be responsible for The Center for Health Equity operated by the Board of Health and LMPHW;
  - ii. Director shall report to the Louisville Metro Director of Health or his designee on all matters concerning the Board of Health and LMPHW;

- iii. Director shall be responsible to the Director of Health;
- iv. Director shall perform such duties as set out in the job description attached hereto as Attachment A and made a part hereof as though fully set out herein;
- v. Director shall perform related duties and assignments as directed by the Metro Government and by BOH in accordance with its statutory duties;
- vi. Director shall act as the representative of BOH and the Metro Government on the various boards, committees, task forces, etc as assigned by the Director of Health;

## **II. FEES AND COMPENSATION**

A. The Metro Government shall pay Consultant **FOUR THOUSAND DOLLARS (\$4,000.00)** each month. Total compensation payable to Consultant under this Agreement shall not exceed **TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00)**.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

## **III. DURATION AND TERMINATION**

A. This Agreement shall begin December 1, 2007 and shall continue through and including June 30, 2008.

B. This Agreement may be terminated by the Metro Government upon written notice to Consultant.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

#### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### **V. RECORDS-AUDIT**

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it.

#### **VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to



personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

#### **VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

#### **VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

## **IX. AUTHORITY**

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

## **X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, Director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former



employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or

supplemented in any respect except by a subsequent written agreement.duly executed by all of the parties hereto.

**XII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XIII. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XIV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XV. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVI. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVII. MISCELLANEOUS** Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.



Consultant certifies that she is not an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant shall not speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY:**



**IRV MAZE  
JEFFERSON COUNTY ATTORNEY**

Date: 11/25/07

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**



**DR. ADEWALE TROUTMAN, M.D.,  
DIRECTOR, DEPARTMENT FOR PUBLIC  
HEALTH AND WELLNESS**

Date: 11-29-07

**DR. LAURI ANDRESS**

  
**DR. LAURI ANDRESS**

Date: 11-29-07

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

Health Department - PSC with Dr Lauri Andress for Service as the Director of Health Equity 112607- [pr]

## **ATTACHMENT A – JOB DESCRIPTION – DIRECTOR OF THE CENTER FOR HEALTH EQUITY**

### **ESSENTIAL FUNCTIONS**

- Directs community health service programs and projects of a major division.
- Develops new programs or services to address community health issues.
- Prepares and presents information to health officials, the media and the public.
- Exercises supervision over subordinate personnel.

### **EXAMPLES OF THE WORK**

#### **UNDER GENERAL DIRECTION:**

- Directs a major community health service division, programs, projects, activities and operations.
- Assesses client needs, collects statistical data, analyzes budget and productivity data, evaluates staff needs and available resources, conducts trend analysis,

and prepares comprehensive reports concerning program or project operations and services.

- Develops new programs and initiatives to address community health issues or to comply with new or revised regulations or legislation.
- Monitors services provided by health care providers for compliance to project or program performance standards.
- Collaborates with community, academic and non-traditional partners regarding health issues and facilitates development of community based participatory research.
- Confers with and maintains communication and effective working relationships with service providers and community agencies to coordinate and discuss program or project goals, needs and services.
- Assists in budget preparation, and controls expenditures.
- Prepares and submits grant applications for federal and state funding for community health service programs or projects.
- Consults with staff to discuss problems, program performance standards, workflow, resources, protocols, quality assurance methods, and progress on projects.
- Represents the department to agencies and the public to disseminate information and improve community health service programs and projects.
- Performs related work.